

# E-TENDER DOCUMENT

**E-TENDER  
FOR  
PROVIDING, SUPPLYING, ERECTION, COMMISSIONING,  
INSTALLATION AND TESTING OF PASSENGER ELEVATOR / LIFT  
FOR P.G. HOSTEL BUILDING / GUEST HOUSE 2  
AT NITTR, SECTOR 26, CHANDIGARH.**

**2018-19**



**NATIONAL INSTITUTE OF TECHNICAL TEACHERS TRAINING  
& RESEARCH, CHANDIGARH – 160019.**

**[www.nittrchd.ac.in](http://www.nittrchd.ac.in)**

**Phone Nos. 0172-2759500, 2759514, 2759502, 2759602**

1.	Estimated Cost	₹ 15,50,000/-
2.	Work Completion Period	Three Months
3.	Downloading of e-tender document	Start Date : 21-01-2019 at 11:50 A.M. End Date : 12-02-2019 at 05:00 P.M.
4.	Date of submission of e-tender	Start Date : 21-01-2019 at 11:50 A.M. End Date : 12-02-2019 at 05:00 P.M.
5.	Physical submission of EMD and necessary documents	Start Date : 21-01-2019 at 02:00 P.M. End Date : 12-02-2019 at 05:00 P.M.
6.	Earnest Money	₹ 50,000/- (Rupees Fifty Thousand)
7.	Opening of Technical Bid (online)	13-02-2019 at 11:30 A.M.

**Detailed Terms and Conditions are available in e-tender document.** The complete tender document is available on NITTR website at: <http://www.nittrchd.ac.in> and on <https://etenders.chd.nic.in>.

(Pages from 1 to 21)

## **INSTRUCTIONS TO BIDDERS REGARDING E-TENDER PROCESS**

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves at <http://etenders.chd.nic.in>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without Digital Signatures will not be accepted by the electronic tendering system. No tender will be accepted in physical form and in case it has been submitted in physical, it shall be rejected.
3. Bids will be opened online as per time schedule mentioned in "**Terms and Conditions of the Tender**".
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
5. Director, NITTR, Chandigarh will not be responsible for any delay in online submission of bids due to any reason whatsoever.
6. Bidders should get ready with the scanned copy of EMD as specified in the tender documents. **Earnest Money of Rs. 50,000/-** submitted in the form of **Demand Draft** in favour of the "**Director, NITTR, Chandigarh**" payable at Chandigarh should be submitted to Director, National Institute of Technical Teachers Training and Research, Sector 26, Chandigarh, so as to reach him on or before the last date for receiving the e-tenders.
7. The details of EMD specified in the e-tender document should be same as submitted online (scanned copy). Otherwise tender will be rejected summarily.
8. The conditional bids shall not be considered and may be out rightly rejected in the very first instance.
9. The Financial Bid through e-tendering of only those bidders shall be opened who will qualify in the technical bid and are approved by the Competent Authority.
10. **The tenderers are required to upload all self-attested copies of the relevant documents required as per Terms & Conditions and Check List, failing which their bids may be summarily/out rightly rejected and will not be considered.**

**FIRM/COMPANY DETAIL PERFORMA**  
(To be filled by the firm)

1.	Name and complete Address of the Firm / Company.	:	
2.	Details of Earnest Money Deposit.	:	D.D. No.: _____ Amount: Rs. _____ Date: _____, Bank Name & Address _____ _____ _____.
3.	Firm / Company Registration Number.	:	
4.	Firm / Company PAN Card.	:	
5.	Firm / Company GST Number.	:	
6.	Firm / Company OEM Certificate.	:	
7.	Bank Solvency Certificate.	:	
8.	Work Completion Certificates.	:	
9.	Firm / Company Income Tax Return for the Financial Year 2017-18.	:	

**Note:** The firm should fill all the above columns and send all the above self-attested photocopies, tender document (duly signed & stamped on all pages) and original EMD, submitted by post / by hand alongwith to the Director, NITTTR, Sector 26, Chandigarh on or before 12-02-2019 upto 05:00 P.M.

## ELIGIBILITY CRITERIA FOR BIDDERS

- A.** Bidders who fulfill the following requirements shall be eligible to apply. **Joint ventures are not accepted.**
- B.** Bidder should be a reputed manufacturer **based in India with office preferably in Chandigarh and engaged specially and professionally in the business of Elevator/Lifts profession(s).**
- C.** Bidder should be registered with GST; self attested copy of certificate must be enclosed with bid.
- D. Bidder to give an undertaking that they have not been blacklisted by any Government Department/PSU/Pvt. Sectors.**
- E.** The Bidder should be original manufacturer of product; self attested copy of manufacturer certificate must be enclosed.
- F. The Bidder should have minimum turnover of Rs. 10.00 Crores per annum for undertaking similar type of work in any of the last one year.**
- G.** All work completion certificate highlighting successful completion / satisfactory performance work in Elevator / Lift works from the competent authority of allotment of the work shall be attached with the tender.
- H.** Financial details showing, Annual Turnover (in Rs. Crore), Income Tax Return for the last financial year 2017-18, latest date Solvency Certificate of at least 50% of estimated cost from Bank.
- I.** List of works done showing the details of the clients like Address & contact person, Telephone No. including Mobile Number and E-mail ID, brief description of works, Value of Work, Contractual time, Actual time of completion time, reasons of delay if any.

## TERMS AND CONDITIONS OF THE TENDER

1. The last date and time for submission online (through e-tendering only) and receipt of physical submission of EMD with necessary documents is **12-02-2019 up to 05:00 PM.**
2. Each tender must be accompanied with Earnest Money Deposit (EMD) in the shape of Demand Draft in favour of “**Director, NITTR, Chandigarh**” payable at Chandigarh, valid for three months of any Scheduled Bank.
3. The sealed envelope of EMD should be clearly superscribed as “**EMD for Providing, supplying, erection, commissioning, installation and testing of passenger elevator / lift for P.G. Hostel Building / Guest House 2, e-tender closing on 12-02-2019**” should be submitted in the office of Director, NITTR, Sector 26, Chandigarh on or before **12-02-2019 up to 05:00 PM.**
4. The quantity of items as indicated in the enclosed **ANNEXURE – ‘I’** are tentative. Director reserves the right to increase or decrease the quantity or delete some or all of the items depending on the needs of the institute.
5. **The tenderer should quote the rate including all taxes i.e. GST etc. of each item.** No other taxes shall be applicable on the tender Items.
6. **The rates quoted should be F.O.R., NITTR Chandigarh.**
7. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials / authority to whom he / she will submit the tender or the tender accepting official/authority before the finalization of tenders will render the tenderer liable for exclusion from consideration.
8. The execution/completion of the said work shall not exceed 90 days from the date of issue of the work order.
9. The requirements of the Institute in terms of material, detailed specifications and quantity are given in **Item No. 4.0 of ANNEXURE – ‘A’ and SCHEDULE OF TECHNICAL SPECIFICATION / REQUIREMENT (As per ANNEXURE – ‘I’)**. Director, NITTR reserves the right to change the quantity for any/all items without assigning any reason.
10. The Tender must be submitted along with the copies of:
  - Tender Document duly signed on all pages by Authorised Signatory.
  - Self Attested Copy of the Firm's Registration Number.
  - Self Attested Copy of the PAN Card.
  - Self Attested Copy of the GST Registration Certificate.
  - Self Attested Copy of the OEM Certificate.
  - Self Attested Copy of the Bank Solvency Certificate.
  - Self Attested Copies of the Work Completion Certificate.
  - Self Attested Copies of the Income Tax Return for the financial year 2017-18.
11. **The Firm should quote their rates as per “MAKE” mentioned in Annexure – ‘I’ of item. No. 1. No other “MAKE” will be accepted.**
12. The Director reserves the right to reject any or all tenders without assigning any reason whatsoever.
13. The tenders will be opened on the date and time indicated in the presence of tenderers, if any present on the occasion.
14. **The tenders not accompanied by “Make” and “Earnest Money” or incomplete in any respect will be rejected.**

15. Advance shall be given only on special condition which are accepted by the Institute Authority. Final payment will be made after receipt and testing of items, to the satisfaction of the authorized representative(s) of the Director.
16. All damaged or unapproved material shall be returned at the risk and cost of the Tenderer and the incidental expenditure thereupon shall be recovered from them.
17. Prices quoted should include all Taxes.
18. The tender and quoted rate should be valid for 90 days from the opening date of the tender.
19. No request for increase in the rates will be entertained during the period of supply of items.
20. The bidder must fill the check list from the authorized signatory only with the seal of the firm. **(As per ANNEXURE – 'II')**.
21. **The Earnest Money shall be refunded after three months from the supply of complete ordered material / completion of work as per specifications / Make and after final Bill payment.**
22. Earnest Money Deposit of unsuccessful bidder shall be returned after a decision on the tender is taken, with a request by the bidder on the letter head of the firm / company, to the Director, NITTTR, Sector 26, Chandigarh, for releasing the Earnest Money. No interest will be paid by NITTTR on the Earnest Money Deposit.
23. Liquidated damages shall be Rs. 4000/- per day (and not more than 5% of contract value) of delay after expiry of stipulated completion time shall be levied.
24. The Defect Liability period shall be 12 months from the date of handing over the complete work, as per specification laid in work order and to the entire satisfaction of Director of Institute or his representative officer.
25. Before handing over the elevator, company will perform safety and quality tests.
26. Tenderer should sign at the bottom space of all pages of tender document.
27. Earnest Money Deposit of the successful bidder shall be forfeited in the event of withdrawal of his bid or non-completion of the task.
28. The Courts at Chandigarh shall have the exclusive jurisdiction to try all disputes arising out this agreement between the bidder or supplier and NITTTR Chandigarh if any.

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**TECHNICAL SPECIFICATIONS**

**ANNEXURE – ‘A’**

**1.0 GENERAL:**

Providing, Supplying, Erection, Commissioning, Installation and Testing of (01 No.) Passenger Elevator / Lift for P.G. Hostel Building / Guest House 2 at NITTR, Sector 26, Chandigarh.

**2.0 EXISTING PROVISIONS:**

(i.e. allied works which need not to be carried out, as the following existing provisions have to be utilized).

1. Lift well / Pit already constructed having 1500 mm clear Depth.
2. Machine room above the Hoist way already constructed.
3. Main switch /circuit breaker and suitable power connection at the overhead room / machine room.
4. Rear Side of Lift Well, Structural Glazing has already been provided.

**3.0 SCOPE OF WORK:**

The work includes Providing, Supplying, Erection, Commissioning, Installation, Testing and handing over of (01 No.) Passenger Elevator / lift, as per tender specifications, in P.G. Hostel Building / Guest House 2 at NITTR, Sector 26, Chandigarh. The scope of work includes providing of the following:

- i)* Suitable Mirror, Fan, lights and Hand rail in the car.
- ii)* Floor Annunciator, Landing call display in the car and landing door.
- iii)* Display of car position indication in hall on each floor on surface mounted call panel.
- iv)* **Stainless Steel Framed Lift Glass Door and clear glass wall on backside for rearview.**

## ONE NUMBER ELEVATOR / LIFT (P.G. Hostel Building / Guest House 2)

### 4.0 DETAILED TECHNICAL SPECIFICATION OF 7 PASSENGERS ELEVATOR / LIFT

<b>Make</b>	: <b>OTIS / MITSUBISHI / SCHINDLER</b>
<b>Standard</b>	: As per Govt. Lift Act 1997 IE Act and IE Rules.
<b>Type of Elevator</b>	: Gearless & Machine Room Less Type.
<b>Location of Motor</b>	: Directly above the Hoist way.
<b>Capacity</b>	: 476 Kgs. (7 Persons).
<b>Speed</b>	: 1.0 Meter per Second.
<b>Travel</b>	: Ground Floor, First Floor and Second Floor.
<b>Stops and Openings</b>	: 3 Stops and 3 Openings (All openings on the same side).
<b>Power supply</b>	: 3 Phase, 415 V AC, 50 Hz.
<b>Type of Drive</b>	: Variable Voltage Variable Frequency Microprocessor.
<b>Control</b>	: Simplex full collective Control with or without attendant.
<b>Door Operation</b>	: Automatic AC/DC <b>Stainless Steel Framed Lift Glass Door</b> operation with adjustable Glass Door Opening and Closing Timings.
<b>Travel in Meters</b>	: Approximately 12 Meter (Ground, First & Second).
<b>Car Entrance</b>	: Centre opening Automatic <b>Stainless Steel Framed Lift Glass Door</b> with a clear opening of 800 mm [ Door Width] x 2000 mm [Door Height].
<b>Hoist way Entrance</b>	: Centre Opening Automatic <b>Stainless Steel Framed Lift Glass Door</b> with provision of Emergency Key Opening at all Landing with a clear opening of 800 mm [ Door Width] x 2000 mm [Door Height].
<b>Operation</b>	: Automatic.
<b>Flooring</b>	: Providing and fixing Granite Stone flooring
<b>Indicators</b>	: Digital Direction and Position Indicator both (in Car and at all Landings)
<b>Buttons:</b>	: Surface mounted Brail buttons on Car operation panel (COP) and Landing operation panels (LOP).
<b>Door safety</b>	: Provided with infrared full screen sensors to instantly stop the Car and landing door.
<b>Car size</b>	: 1050 mm (W) x 1150 mm (D) x 2139 mm (H)
<b>Ceiling</b>	: Deco Ceiling Finish in Stainless Steel Mirror 304 with LED Spot Lights & Silent Cross Air Blower.
<b>Car Enclosure</b>	: Stainless Steel Leather finish with center opening, also equipped with rear clear glass for rear view and one side panel with mirror and stainless steel finish handrail on side & rear wall for protection of clear glass on rear side.
<b>Car Entrance Door</b>	: <b>Stainless Steel Framed Lift Glass Door</b>
<b>Level Accuracy</b>	: $\pm 5$ mm.
<b>Transmission</b>	: Belt / Rope
<b>Hoist way Size Available</b>	: 1800 mm (Width) x 1700 mm (Depth)



**5.0 Others:**

**The following shall also be provided:**

- a) Emergency alarm on Ground Floor.
- b) Emergency light with maintenance free rechargeable battery shall be provided.
- c) Mechanical terminal limit switches.
- d) Overload warning device.
- e) Intercom and floor annunciation system for floor indication.
- f) Load weighing device and display board for car.
- g) Fireman's Switch at Ground Floor.
- h) Manual raising or lowering of the lift in case of emergency.

**6.0 CAR OPERATING PANEL:**

The car operating panel shall be flush/wall mounted and shall have: -

- a) A switch also shall be provided inside the car for the car fan apart from its automatic function.
- b) A button for reversing the door while closing shall be provided in the panel.
- c) A buzzer for notifying the attendant when an up trip should be made in answer to hall calls.
- d) Key operating switch for cutting in and out the additional equipment for "With Attendant Operation".
- e) Up and Down scrolling indicators for indicating the direction of the car.
- f) Hall call register shall be displayed inside the car.
- g) Telephone communication facilities shall be provided in the lift cabin to call operating / maintenance staff in case of emergency.
- h) The car automatically returns to the home landing after answering the last pending calls.

**7.0 CAR POSITION INDICATORS:**

Digital car position indicator shall be provided with Stainless Steel face plate in car which indicates the landing at which the car is stopping or passing.

**8.0 CALL REGISTERED LIGHTS:**

Each hall button face plate in Stainless Steel shall be provided with registered lights which shall illuminate when corresponding button in the face plate is momentarily pressed and remain illuminated until call is answered.

**9.0 HALL POSITION INDICATOR:**

A digital position indicator shall be provided above all elevated entrance on all landings indicating the position and direction of the car in the hoist way at all times.

**10.0 TYPE OF LANDING ENTRANCE PROTECTION:**

Stainless Steel Framed Lift Glass Door and clear glass wall on backside for rearview.

**11.0 AUTOMATIC TERMINAL STOPS:**

- a) The elevator shall be equipped with an automatic stopping device arranged to bring the car to a stop at the terminal landings independent of the regular operating device in the car.
- b) The final limit switches shall be provided in the hoist way separated by the car and arranged to stop the car and prevent the normal operation shall it travel beyond the normal stopping device.

- c) The tenderer shall provide all the frame work necessary for lift car and counter weight.
- d) The spring buffers under the car and the counter weight shall also provide by the tenderer. The doors and guides shall be designed to ensure effort free operation.

**12.0 EMERGENCY AUTOMATIC RESCUE DEVICE:**

- a) In the event of Power failure during normal operations ARD shall automatically move the stalled lift to the nearest landing to facilitate the rescue of the passengers from the lift.
- b) Mechanical brake release device shall be provided for manual operation of hoist drum. Terminal stopping device shall be provided for manual operation of hoist drum.

**13.0 PHASE REVERSAL DEVICE:**

Phase reversal device to be provided so that in case of Phase reversal of Power Supply the lift shall work normally.

**14.0 FIRE SAFETY:**

Elevator / Lift will be compiled to Fire Safety Norms.

**15.0 ERECTION:**

The Tenderer shall commence the erection of lift equipment immediately after receipt of the equipment and complete the work to the satisfaction of the Director. Necessary scaffolding and safety measures for entire erection shall be done by the tenderer.

**16.0 TESTING:**

Tests shall be carried out as per specification laid in the tender in the presence of Director or his representative. The company shall provide the test certificate along with all related documents of handing over to the NITTR authorities.

**17.0 MANUAL, DRAWING AND GUARANTEE/WARRANTY:**

The Tenderer shall supply 3 sets of detailed mechanical and electrical drawings with operation and maintenance manuals along with the equipment before acceptance. The lift shall be warranty for 12 months from the date of acceptance and free maintenance shall be done during the guarantee/warranty period.

**18.0 TRAINING:**

The Tenderer shall arrange training for 3 to 4 Institute personnel to enable them to secure rescue operation after installation of Lift.

**19.0 APPROVAL OF INSTALLATION AND COMPLETION CERTIFICATE:**

In case of approval fees payable to the authorities shall be made by the NITTR and company will coordinate for such approval as per statutory requirements if applicable.

**20.0 TIME OF COMPLETION:**

The entire works viz. providing, supplying, erection, commissioning, installation, testing and handing over of one Passenger Elevator / Lift with VVVF drive motor including control panels and all accessories shall be completed within the date as mentioned in the work order. (Material arrangement in two months and erection and commissioning in one months).

## 21.0 GENERAL TERMS & CONDITION:

The Technical Specification (**Annexure – 'A'**), General Conditions (**Annexure – 'B'**), Schedule of Technical Specifications / Requirement (**Annexure – 'I'**) and Check list duly filled in to be attached with pre-qualifying-cum-technical bid (**Annexure – 'II'**) to re-read in conjunction to ensure the actual supply and works involved.

- a) **The firm shall quote the rates including GST online on <https://etenders.chd.nic.in>.**
- b) The firm shall inspect the site including hoist way, head room and other acquaints then the system to be designed and then only shall quote their offer.
- c) The firm shall engage all the men/materials/tools/plants required for the work at the site till the completion of the work. NITTTR, will not supply any of the same.
- d) The NITTTR, will not be responsible for any loss or damage of the men/materials /tools/ plants engaged by the firm during the work at site or transportation.
- e) The firm will be responsible for any loss/damage to the NITTTR property during the execution of lift work at site.
- f) Any defects pointed later after inspection by the Institute Authority shall be carried out at the Tenderer's cost.
- g) Any cut openings holes or punching made by the Tenderer at the walls or floor while carrying out the electrification work shall be made good to the original surface immediately on completion of work.
- h) Any modification required towards civil works such as foundation for the machine bed block, control panels and buffer block in the pit shall be included in the tender.
- i) In cases, where specific mention has not been made of the brand / make of the materials in the specification considering the reliability / utility aspects and to suit the environmental conditions in the premises, only such materials shall be permitted to be used for the works. In all cases, the materials shall be got approved by Director.
- j) The electric connection for the erection work will be provided by the NITTTR free of cost.
- k) The Tenderer shall include regular examinations of the installations during regular working hours by trained employees and shall include all the necessary adjustments, greasing, oiling, cleaning, supplies of genuine standard parts to keep the equipment in proper operation.
- l) The firm shall contact the 'Estate Officer' NITTTR, Sector-26, Chandigarh Tel.Ph.0172-2759602, for any technical clarifications.

**GENERAL CONDITIONS****1.0 GENERAL:**

These conditions & specifications are intended to cover the complete installation of elevator in first class workman like manner & shall include all work and materials in accordance with drawings and as per specifications.

**2.0 CODES/REGULATIONS:**

The work shall be carried out in accordance with regulations of any local codes/bye-laws & IS codes which may govern the requirements of the elevators. The following codes/specifications shall be generally adhered to:

- a) IS : 1860 : Code of practice for installation, operation and Maintenance of electric passengers & goods lifts.
- b) IS : 3534 : Outline dimensions of electric lifts.
- c) IS : 4666 : Specifications for electric passenger and goods lifts.

**3.0 SINGULAR/PLURAL:**

In all cases where a device or a part of equipment is herein referred to in singular number, it is intended that such reference shall apply to as many such devices as required to complete the installation.

**4.0 DRAWINGS:**

- 4.1 **Working Drawing:** The lift well has already been constructed. The elevator contractor shall prepare detailed general arrangement drawing of the elevator including detailed machine room layout, cabling and mechanical equipment layout, brackets, etc. and submit the same to the Director within 14 days after the award of work. All the drawings shall be submitted in quadruplicate.
- 4.2 The approval of elevator contractor's drawings by the Director shall not absolve the contractor from any of his obligations as per this contract. The contractor shall point out any discrepancies in the approved drawings within two weeks from the date of receipt of the approved drawing failing which the contractor will be held responsible for any alterations, modifications or additions that may be required to be carried out to the elevator well, machine room or pit.

**5.0 POWER SUPPLY:**

- 5.1 The entire plant and apparatus shall be designed to operate on 433 volts, 3phase, 4 wire, 50 Hz AC supply.
- 5.2 The equipment shall be able to function satisfactorily under the following variations of power supply.
  - a) Voltage :  $\pm 10\%$
  - b) Frequency :  $\pm 3\%$
  - c) Combined voltage & frequency :  $\pm 10\%$

**6.0 DUTIES/TAXES:**

**The tenderer shall quote the rate including GST.**

**7.0 PACKING/FORWARDING FREIGHT/TRANSIT INSURANCE:**

The prices shall be inclusive of all packing, forwarding freight loading unloading and transit insurance charges. The extra claim on this account will not be entertained.

**8.0 RECEIVING/UNLOADING/HANDLING/STORING/SAFE CUSTODY:**

Receiving/Unloading/Handling: The contractor shall receive all the materials, dispatched from his works, at site and unload, handle and store them in the premises which is provided by the NITTR is own risk.

**9.0 COMPLETION TIME:**

The entire elevator plant/installation shall be completed within Three **(03)** months from the date of issue of work order (material arrangement in 02 months and erection, commissioning and testing in 01 month).

**10.0 LIQUIDATED DAMAGES:**

A liquidated damage of 1/2% per week subject to a maximum of 5% of the value of work shall be paid by the Contractor to the employer if the completion of the work is delayed beyond the agreed completion date and authorized extension of time if any.

**11.0 EXTENSION OF TIME:**

Extension of time for completion of the work will be granted in case the work is delayed due to reasons beyond the control of the contractor such as:

- i) Force majeure.
- ii) Delays on the part of the owner.
- iii) Delay by some other agency employed by the owners whose work has help up the contractor's work.

**12.0 LIABILITY FOR ACCIDENTS/DAMAGES:**

This contract, the firm / company / contractor shall be responsible for loss or damage to the plant / equipment / materials unless the installation is taken over by the Employer/owner.

**13.0 CONTRACTOR LIABLE FOR DAMAGE DONE:**

Damage done to the property / life / structure due to contractor's operation or neglect will be charged to the contractor.

**14.0 INSURANCE:**

The firm / company / contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the employer against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the underwritten thereof in each case shall be acceptable to the employer. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of contract or extended period if any. Contractors of company are covered under ESI. EAR policy shall be taken by company for 6 months of materials at site or handover, whichever earlier.

**15.0 DAMAGE TO PERSONS AND PROPERTY, INSURANCE, ETC.:**

- 15.1 The Contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any Sub contractor or of any of his or a Sub Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever, in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths or pathways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or any other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.
- 15.2 The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract work, complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- 15.3 The contractor shall obtain a policy covering under Workmen Compensation Act, a third party insurance as well as any other insurance and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in complete state.
- 15.4 Insurance is compulsory and must be effective from the very initial stage. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incident occurrence or defective carrying out of this contract.
- 15.5 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs. Charges and expenses arising or accruing from or in respect of any such claim for damages from any sums due or to become due to the contractor.
- 15.6 **INSURANCE:** Erection All Risk Insurance Policy and Workman's Compensation Policy. Unless otherwise instructed the Contractor shall insure the work and keep the insured until the completion and handing over of the contract against loss or damage by fire and/or earth quake, flood or damages from whatever cause by an All Risk Insurance Policy for the full value of the contract and Workmen's Compensation Policy of adequate value. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor for such amount as per existing guidelines of government.
- 15.7 The Contractor shall deposit the policy and receipt for premiums paid with the employer within 21 days (Twenty one days) from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of work in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

**16.0 VARIATIONS / RESTRICTIONS OF WORK:**

Employers / Owners reserve their rights to alter/ delete any item of work as also restrict or increase the quantum of work to be carried out by the contractor. Such variations shall not vitiate the contract. The contractor shall not be eligible for any compensation for such variations. However, the quantum of work carried out will be measured and paid the contract rates.

**17.0 PRICE /PRICE VARIATION:**

Prices should be quoted in Indian Rupees only. Prices quoted shall be held firm throughout the period of contract. No price variation on any account, shall be allowed.

**18.0 PERFORMANCE:**

- a) The firm / company / contractor shall guarantee/warranty that all the machines/plants/ installations covered under this contract will yield contract rating and results.
- b) The firm / company / contractor upon the completion of the work shall perform all the tests required to establish, that the elevator plant is performing as per the contract rating, especially with regards to the load, speed, systems and controls.
- c) If the performance tests do not yield the contract ratings, then the elevator contractor shall rectify/ replaces free of cost such equipment/materials/ plants and re-conduct the tests to demonstrate their correctness within one month from the date of written notice from the employer.
- d) If the firm / company / contractor fails to carry out modifications required and establish the contract rating of the plant, the owner/employer reserves the right to get the work done at his cost.

**19.0 DEFECTS LIABILITY:**

The firm / company / contractor shall guarantee/warranty that the entire plant/ materials is of brand new quality and the plant/ materials and workmanship of the apparatus installed by him under this contract are first class in every respect, and that the plant/material and workmanship shall be free from all the defects. The elevator contractor also ensure that he shall rectify/replace free of cost all defective material/plant/ apparatus/workmanship for a period of one year from the date of handing over of the plant. If the performance of the plant is found to be unsatisfactory during the period of defects/liability, the guarantee shall be extended till the plant is rectified and satisfactory performance is established for a period of not less than 6 months.

**20.0 MAINTENANCE:**

After completion of the installation of the elevator plant by the elevator contractor, he shall furnish, free of cost, maintenance service for the entire plant for a period of 12 months from the date of handing over. The maintenance service shall include regular examination of the plant during the regular working hours by trained personnel, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and genuine standard parts to keep the equipment/plant in proper operation.

**21.0 PAINTING:**

All exposed metal work finished under these specifications shall be properly spray painted after installation to the entire satisfaction of the employer.

## **22.0 PROVISION BY FIRM / COMPANY / CONTRACTOR:**

Firm / Company / Contractor shall provide/carryout the following works at his own cost.

- a) Necessary scaffolding in the hoist-way required during the erection of the elevators. It shall be responsibility of the contractor to provide safe and strong scaffolding duly fastened/ securely fixed to building to prevent it from swaying.
- b) Minor builders work comprising of cutting holes and making good for car and counter weight rail brackets, hall buttons and indicators including laying of sill in position.
- c) Steel items such as machine beams, bearing plates, buffer support channels, and any insert plates/sleeves etc. required for installation of these items.
- d) Necessary sill projection in aluminum/steel at all landings. The contractor shall provide any other work as may be required to complete the work.
- e) The scaffolding constructed by the lift contractor.
- f) Guard for hoist way& temporary barricades at hoist way openings.

## **23.0 PROVISION BY NITTR:**

The following work shall be excluded from scope of work of firm / company / contractor

- a) A hoist-way, properly framed, enclosed and plastered and painted including a pit of proper depth with drains and water proofing, if required.
- b) Properly lighted ventilated shaft, including floors, access door, ladders, trap doors and guards as required.
- c) Pouring and finishing of shaft floor after the machine and relevant equipment have been set in place by elevator contractor.
- d) Main electric supply to machine room including wiring up to the elevator machine controllers, lights in the midpoint of hoist way, light with switch in the pit & hoist way etc. as required.
- e) Electric power for erection, testing & commissioning of the elevator plant.
- f) Architraves & door frames at all hoist way entrances.
- g) Hoisting beam in the machine room customer scope.

## **24.0 TERMINATION OF CONTRACT:**

Owners/Employers may terminate the contract if the contractor commits any act of insolvency or shall be adjudged insolvent or if he suffers any payment under this contract be attached by or on behalf of any creditors of the contractor or has abandoned the contract or has filed to commence the work or had without any lawful excuse under the conditions suspended the progress of work for 15 days after receiving instructions from the employer to proceed with the work or has failed to proceed with work with the diligence & failed persistently to observe & perform all or any of the acts required for performance of the contract.

## **25.0 PAYMENT TERMS & CONDITION:**

- a) 80% payment the receipt of material at site on the inspection within 15 days.
- b) 10% payment after successful installation & commissioning of lift.
- c) Balance 10% payment shall be paid after handing over the lift against performance Bank Guarantee of equivalent amount valid for a period of 12 months from the date of successful commissioning.



**26.0 24 HOUR CALL BACK SERVICE:**

The firm / company / contractor shall be able to provide to the owner 24 hours' emergency call back service at Chandigarh.

**27.0 VALIDITY:**

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of tender.

**28.0 LAW GOVERNING CONTRACT:**

This shall be governed by Indian Law for the time being enforce. All dispute arising out of this work shall be subject to jurisdiction of Chandigarh Courts only.

**29.0 ARBITRATION SETTLEMENT OF DISPUTES:**

- i) If any dispute or difference of any kind what-so-ever shall arise between the Federation / its authorized representative and the contractor in connection with or arising out of this contract or the execution of work there under.
- ii) Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the Engineer-in-Charge of the work and he shall, within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor, such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the contractor. In case the work is already in progress, the contractor shall proceed with its execution of the work on receipt of the decision of the Engineer-in-Charge as aforesaid with all due diligence, whether any of the Parties requires arbitration as herein-after provided or not.
- iii) If the Engineer-in-charge has conveyed his decision to the contractor and no claim for arbitration has been filed by the contractor within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all.
- iv) If the Engineer-in-Charge fails to convey his decision within a period of sixty days after being requested as aforesaid, the contractor may within further sixty days of the expiry of the first sixty days from the date on which the said request was made by the contractor, refer the dispute for arbitration as herein after provided.
- v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in a communication sent through Registered A.D. Post, be referred to the sole arbitration of the Director, NITTR, Sector-26, Chandigarh.

- vi)** Director, NITTR, Sector-26, Chandigarh shall have the authority to change the Arbitrator on an application by either the contractor or the Professor-in-Charge requesting change of Arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Director, NITTR, Sector-26, Chandigarh, and a notice thereof is given by the applicant to the Arbitrator. Director, NITTR, Sector-26, Chandigarh after hearing-both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator, simultaneously, appointing a technical officer not below the rank of a Superintending Engineer as Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference afresh or he may continue the hearing from the point these were suspended before the previous Arbitrator.
- vii)** The reference to the Arbitrator shall be made by the Claimant party within 120 days from the date a dispute of claim arises during execution of the work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within one hundred eighty (180) days from the date of payment of the final bill to the contractor to the effect that his final bill is ready, or from the date a registered notice is sent to the contractor to the effect that his final bill is ready, by the Engineer-in-Charge (whose decision in this respect shall be final and binding) whichever is earlier.
- viii)** It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculations stating the amount claimed under each claim and shall furnish a "Demand Draft" for ten percent of the amount claimed, of a scheduled bank in the name of the Arbitrator, by his official designation, who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other Party.
- ix)** The provisions of the Indian Arbitration & Conciliation Act 1996 or any other statutory enactment thereunder of modification thereof and for the time being in force shall apply to the arbitration proceedings under this Clause.
- x)** The Arbitrator shall award separately giving his award against each Claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.
- xi)** The independent claims of the party other than the one seeking arbitration as also the counter claims of any party shall be entertained by the Arbitrator.
- xii)** The venue of arbitration shall be such place or places as may be fixed the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- xiii)** The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.

- xiv)** Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within one hundred eighty (180) days of the following: -
- a)** of the date of completion of the work as certified by the Engineer-in-charge, or
  - b)** of the date of abandonment of the work or breach of contract under any of its Clauses, or
  - c)** of its non-commencement or non-resumption of work within 10 days of written notice for commencement or resumption as applicable, or
  - d)** of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision or fore-closure of the contract, or
  - e)** of receiving an intimation from the Engineer-in-Charge that the final payment due or recovery from the contractor had been determined for the purpose of payment/adjustment, whichever is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.

- xv)** No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings if the issue is covered by the scope of Arbitration under this contract. The pendency of arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the contract and to make alternate arrangements for completion of the works.
- xvi)** The Arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing.
- xvii)** The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

(If the parties are unable to resolve the dispute amicably within 15 days of service of the written notice (or such longer period as the parties may mutually agree), then the dispute shall be finally resolved by arbitration as per the provisions of Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by both the Parties. The language shall be English and venue of Arbitration shall be Chandigarh.

During the pendency of the arbitration work shall continue for only the undisputed portion of the work. There shall be no particular time period for filing arbitration and shall be governed by relevant laws to the extent they are applicable to this contract.

## SCHEDULE OF TECHNICAL SPECIFICATIONS / REQUIREMENT

PROVIDING, SUPPLYING, ERECTION, COMMISSIONING, INSTALLATION AND TESTING OF 01 NO., NEW (7 PERSONS, 476 KG.) PASSENGER ELEVATOR / LIFT FOR PG HOSTEL BUILDING / GUEST HOUSE 2 AT NITTR, SECTOR 26, CHANDIGARH.

Sr. No.	Description of Items	Quantity	Unit
1.	Providing, Supplying, Erection, Commissioning, Installation and Testing of 01 No., New (7 Persons, 476 Kg.) Passenger Elevator / Lift, Complete in all respect as per tender Item No. 4.0 of Annexure – 'A' for P.G. Hostel Building / Guest House 2 at NITTR, Sector 26, Chandigarh. <b>MAKE: -</b> <b>OTIS:</b> <input type="checkbox"/> <b>MITSUBISHI:</b> <input type="checkbox"/> <b>SCHINDLER:</b> <input type="checkbox"/> <i>(Tick / Mark on the make mentioned above for which rate to be quoted)</i>	01 <b>Elevator / Lift</b>	No.
2.	Annual Maintenance Contract (AMC) for Five Years after Completion of One Year Warranty Period for the above Passenger Elevator / Lift.	01	No.

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH  
PRE-QUALIFYING-CUM-TECHNICAL BID FOR  
PROVIDING, SUPPLYING, ERECTION, COMMISSIONING, INSTALLATION AND  
TESTING OF (ONE NUMBER) PASSENGER ELEVATOR / LIFT  
FOR P.G. HOSTEL BUILDING / GUEST HOUSE 2  
AT NITTR, SECTOR 26, CHANDIGARH.**

<b>1.</b>	Whether <b>EMD</b> in the shape of Demand Draft valid for three months, for Rs. 50,000/- attached?	<b>YES / NO</b>
	<b>Details of EMD:</b> <b>(D.D. No.: _____ Amount: Rs. _____</b> <b>Date: _____, Bank Name &amp; Address _____</b> <b>_____ )</b>	
<b>2.</b>	Whether <b>tender document</b> duly signed by authorized signatory Attached?	<b>YES / NO</b>
<b>3.</b>	Whether a Photocopy of <b>Firm Registration Number</b> (Self Attested) is Attached.	<b>YES / NO</b>
<b>4.</b>	Whether a Photocopy of <b>Firm PAN Card</b> (Self Attested) is Attached.	<b>YES / NO</b>
<b>5.</b>	Whether a Photocopy of <b>Firm GST Registration Number</b> (Self Attested) is Attached.	<b>YES / NO</b>
<b>6.</b>	Whether a Photocopy of <b>Firm OEM Certificate</b> (Self Attested) is Attached.	<b>YES / NO</b>
<b>7.</b>	Whether a Photocopy of <b>Bank Solvency Certificate</b> (Self Attested) is Attached.	<b>YES / NO</b>
<b>8.</b>	Whether a Photocopies of <b>Work Completion Certificate</b> (Self Attested) is Attached.	<b>YES / NO</b>
<b>9.</b>	Whether a Photocopies if <b>Income Tax Return for the Financial Year 2017-18</b> (Self Attested) is Attached.	<b>YES / NO</b>
<b>10.</b>	If you are an authorized agent / dealer / distributor of the firm / company / manufacturer and whether authority Letter as issued by them in your favour attached?	<b>YES / NO</b>

Note: - If **Yes**, must attach all relevant documents.

**Signature of authorized signatory  
with seal of the Firm / Company**